

EXHIBIT C -- MOTION
COMPLAINT (without exhibits)

STATE OF MICHIGAN

CIRCUIT COURT FOR THE COUNTY OF LENAWEE

PNCEF, LLC, formerly known as
National City Commercial Capital Company, LLC,

Plaintiff,

Case No. 10- 3685 -CK

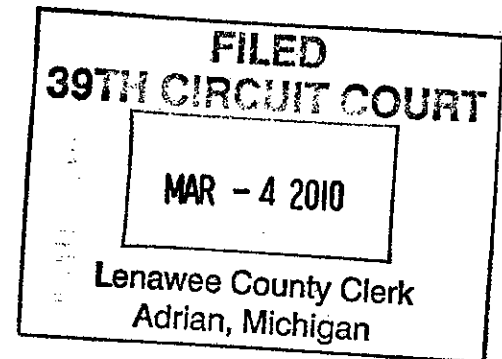
v.

Hon.

HONORABLE
MARGARET M.S. NOE

GREAT LAKES AG, LLC,
WILLY VAN BAKEL,
DIRK Z. MAAT, and
VREBA-HOFF DAIRY DEVELOPMENT, L.L.C.,
jointly and severally,

Defendants.



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There is no other pending or resolved civil action
arising out of the transaction or occurrence alleged in
the complaint.

COMPLAINT

Plaintiff, PNCEF, LLC, formerly known as National City Commercial Capital Company,
LLC, by its attorneys, Plunkett Cooney, states for its Complaint as follows:

1. Plaintiff, PNCEF, LLC, formerly known as National City Commercial Capital

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COMPLAINT

Plaintiff, PNCEF, LLC, formerly known as National City Commercial Capital Company,
LLC, by its attorneys, Plunkett Cooney, states for its Complaint as follows:

1. Plaintiff, PNCEF, LLC, formerly known as National City Commercial Capital

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Company, LLC (the "Plaintiff") is an Indiana limited liability company that conducts business in Lenawee County, Michigan.

2. Upon information and belief, Defendant Great Lakes AG, LLC ("Company") is a Michigan limited liability company that conducts business in Lenawee County, Michigan.

3. Upon information and belief, Defendant Willy van Bakel is an individual who resides in Ohio and conducts business in Lenawee County, Michigan.

4. Upon information and belief, Defendant Dirk Z. Maat is an individual who resides in Ohio and conducts business in Lenawee County, Michigan.

5. Upon information and belief, Defendant Vreba-Hoff Dairy Development, L.L.C. is a Michigan limited liability company that conducts business in Lenawee County, Michigan.

6. The contracts giving rise to this lawsuit is related to business being conducted, in part, in Lenawee County, Michigan.

7. The amount in controversy exceeds \$25,000.00.

COUNT I

ACTION ON LEASE AGREEMENT

8. The Plaintiff repeats and incorporates by reference as though fully set forth in this paragraph, the allegations contained in paragraphs 1 through 7 above.

9. On or about September 12, 2007, the Plaintiff and Company entered into a Master Lease Agreement, as amended and supplemented ("Lease"), in regard to certain equipment. The equipment and other property covered under the Lease is referred to as the "Equipment." A copy of the Lease is attached as Exhibit A.

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10. Defendant Company is in default under the Lease as it has failed to remit to Plaintiff lease payments totaling \$889,208.04 by February 18, 2010. The total balance due Plaintiff under the Lease as of February 18, 2010 is not less than \$4,245,344.24, plus attorney fees.

11. Financing statements have been filed with the Michigan Secretary of State as a precaution if the transactions are deemed to be transactions other than a lease. Copies of the financing statements dated September 17, 2007, October 22, 2007, November 6, 2007, November 19, 2007, December 31, 2007, March 26, 2008, May 8, 2008, May 27, 2008, and July 3, 2008, are attached as **Exhibit B**.

12. Defendant Company is in default under the Lease because it has failed to make required payments when due.

13. The Plaintiff provided Defendant Company with notice of events of default in a letter dated August 6, 2009, a copy of which is attached as **Exhibit C**.

14. Pursuant to the Lease, Plaintiff notifies Company that the Lease is hereby terminated as to the Equipment and the defaults of the Company cause all indebtedness to become due and payable in accordance with the Lease.

15. Defendant Company has failed and refused to pay the amounts due under the Lease and remains indebted to Plaintiff for those amounts.

Plaintiff, PNCEF, LLC respectfully requests judgment against Defendant Great Lakes AG, LLC in the sum of \$4,245,344.24, plus interest, attorney fees, and costs, together with any and all other appropriate relief.

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COUNT II

ACTION AGAINST GUARANTORS

16. The Plaintiff repeats and incorporates by reference as though fully set forth in this paragraph, the allegations contained in paragraphs 1 through 15 above.

17. On or about September 12, 2007, Defendants Willy van Bakel, Dirk Z. Maat, and Vreba-Hoff Dairy Development, L.L.C. executed guarantees (the "Guarantees") under which Defendants Willy van Bakel, Dirk Z. Maat, and Vreba-Hoff Dairy Development, L.L.C. agreed to pay to the Plaintiff any and all indebtedness and liabilities of any kind for which Defendant Company is liable to the Plaintiff in any manner. Copies of the Guarantees are attached as Exhibit D.

18. Defendant Company is in default in that it has failed and refused to make the payments required under the Lease.

19. The Plaintiff provided Defendants Willy van Bakel, Dirk Z. Maat, and Vreba-Hoff Dairy Development, L.L.C. with notice of events of default in its letter dated August 6, 2009, a copy of which is attached as Exhibit C.

20. As of the date of this Complaint, Defendants Willy van Bakel, Dirk Z. Maat, and Vreba-Hoff Dairy Development, L.L.C. have failed and refused to pay to the Plaintiff the amounts due under the Lease and Guarantees.

21. The Plaintiff is entitled to recover all costs, expenses, and attorney fees in accordance with the terms of the Guarantees, and Defendants Willy van Bakel, Dirk Z. Maat, and Vreba-Hoff Dairy Development, L.L.C. are liable for all of the Plaintiff's costs and expenses,

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including attorney fees, in accordance with the terms of the Guarantees.

Plaintiff, PNCEF, LLC respectfully requests judgment against Defendants Willy van Bakel, Dirk Z. Maat, and Vreba-Hoff Dairy Development, L.L.C., jointly and severally, in the sum of \$4,245,344.24, plus interest, attorney fees, and costs, together with any and all other appropriate relief.

COUNT III

CLAIM AND DELIVERY

22. The Plaintiff repeats and incorporates by reference as though fully set forth in this paragraph, the allegations contained in paragraphs 1 through 21 above.

23. Despite the demands for payment made upon Company, the Company has not paid Plaintiff the total balance due under the Lease and other sums due and payable. Pursuant to the Lease, Plaintiff is entitled to immediate possession of the Equipment.

24. All of the property claimed are independent pieces of property or a portion of divisible property of uniform kind, quality and value.

25. The Equipment is not in the Defendants' custody by virtue of any execution or attachment against the personal property of the Plaintiff, nor by virtue of any warrant for the collection of taxes, assessments or fines.

26. By virtue of the Lease, the Plaintiff's perfection of its security interest if the ~~transactions are not deemed to be leases, and the defaults of Defendant Company,~~ the Plaintiff is entitled to immediate possession of all of the Equipment.

27. The Equipment is presently subject to damage, accident, sale, deterioration due to the passage of time, depreciation, and disposal or dissipation by the Defendants.

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28. Upon information and belief, the Equipment has an aggregate value which is less than the indebtedness due and owing to the Plaintiff.

Plaintiff PNCEF, LLC requests that this Court:

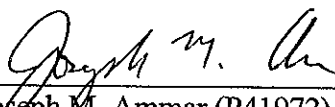
A. Enter an Order directing Defendants to show cause why the Sheriff of Lenawee County should not be authorized to take immediate possession of all Equipment covered by the Lease and thereafter deliver the Equipment to the possession of the Plaintiff in accordance with MCR 3.105 and MCLA 600.2920.

B. Grant the Plaintiff a judgment entitling it to possession of the Equipment and further determining the value of the Equipment, the amount of the unpaid debt and damages to be awarded the Plaintiff, or to allow the Plaintiff to sell the Equipment and apply the proceeds against the indebtedness; and

C. Grant the Plaintiff its costs, attorney fees and such other relief as this Court deems just and proper.

PLUNKETT COONEY
Attorneys for Plaintiff PNCEF, LLC

Dated: March 3, 2010

By 
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